



POLICY AND REGULATIONS FOR USE OF ***THE LEDGES EVENT CENTER***

These regulations¹ establish policy and procedures for the use of the Ledges Event Center and its related grounds ("Center"). Summit County grants permission to use the Center to members of the public who fulfill the requirements specified in these regulations. Any group or individual, regardless of the affiliations of its members, may use the Center as long as the group or individual complies with the policy as stated. Summit County does not discriminate in making the Center available for use based on sex, race, creed, religion, color, culture or ethnicity, national origin, age, sexual orientation, individual lifestyle, political affiliation or physical limitation. These regulations are subject to change at any time.

Reservation Process and Associated Rules:

1. The Center is maintained primarily for use by the County to accomplish County related governmental functions. If the Center is not scheduled for a County related function or a County-sponsored activity, members of the public may apply to use the Center.
2. The Center may be reserved by members of the public for the following purposes:
 - a. events and functions hosted by other governmental organizations;
 - b. social functions including but not limited to weddings, reunions, banquets, receptions, and recitals;
 - c. events hosted by non-profit organizations that are located in or do business in Summit County;
 - d. educational seminars and workshops hosted by non-profit or commercial organizations, however, the primary purpose may not be for monetary gain; or
 - e. for profit business enterprises such as tradeshow or boutiques, however, this type of use is limited to two (2) times per year by any one organization or applicant. This restriction does not apply to fundraising events hosted by non-profit organizations that are located in or do business in Summit County;
3. The Center may not be reserved:
 - a. as a re-occurring reservation; or
 - b. for events involving physical, recreational activities including but not limited to basketball, yoga, aerobics, etc.

¹ This policy only applies to the Ledges Event Center and all other conference and meeting rooms of Summit County should refer to the "Summit County Conference Room Policy."

4. The Center includes a multipurpose room, kitchen, foyer, outside patios, conference room and office. Rentals of the multipurpose room includes exclusive use of the foyer, kitchen and outside patios. The conference room is not included in the rental and must be rented separately, including payment of those separate fees. The office is not for rent. In order to have exclusive use of the entire Center, one must rent the entire building, including reserving all rooms and paying all associated fees.
5. Reservations will be given consideration on a first-come, first serve basis. Each request is considered on an individual basis according to the overall number of requests pending, staffing implications, and County priorities. The County provides the Center for members of the public on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting the Center (herein noted as applicant or group). To ensure equitable use of the Center, the County reserves the right to limit the number of hours the Center may be used by an individual or group.
6. It is important that individuals or groups who use the Center understand and acknowledge that they are guests of the Center, are able to use the Center at the discretion of the County, and that their use of the Center reflects that understanding.
7. Applicants requesting use of the Center shall make written application to the County's Facilities Department ("Facilities"), on a form furnished by the County. Applications must be submitted at least two (2) weeks in advance of a scheduled event. Applications may not be submitted, and use of the Center will not be scheduled, more than six (6) months in advance of the event. The form must be signed by the applicant who must be at least 18 years of age.
8. An applicant may make preliminary inquiries regarding the Center by telephone with Facilities. Space is not confirmed until the applicant has received written approval from the County and *only* upon receipt of:
 - a. the written and signed application;
 - b. the applicant's signing of the rental agreement, on a form furnished by the County;
 - c. the applicant's payment of any fees and cleaning deposit by credit card (please see the Summit County Fee Schedule for a listing of the applicable fees).
9. The County reserves the right to preempt any event up to three (3) months in advance for a County-sponsored event; in such instances, the County will assist the individual or group in reserving another date for use of the Center. In case of public emergency or other County event (natural disaster, or any other emergency deemed by the County Manager), reservations may be cancelled by the County Manager or his/her designee.
10. If applicants desire to cancel a scheduled meeting or event, they shall notify the County in writing of the cancellation at least ninety (90) days in advance in order to receive a full refund of the deposit and fees. Cancellation made less than ninety (90) days in advance forfeit a refund of the fees but shall receive a returned deposit. Any applicants who fail to notify the County of a cancellation may be denied future reservations and/or have current reservations cancelled.

11. Use of the Center by an applicant is non-transferable. The purpose, time, place and other conditions may not be changed without the advance written consent of Facilities. At least thirty (30) days advance written notice is required for the applicant to request a change in the date or time of the event. If there is no conflict with another scheduled event, the County may adjust with regard to the date and/or time based upon the request.
12. It is the responsibility of the applicant to serve as the authorized representative of the group and to remain on the Center premises through the period for which it is reserved, ensuring the safety and security of attendees and the Center, as well as ensuring that attendees observe the regulations set forth in this policy. The County requires adult sponsorship and supervision for any events involving persons younger than 18. The adult sponsor expressly agrees that he/she will attend and supervise the event, and that the adult sponsor will accept responsibly for, and will reimburse the County for, any damage caused by the group or by members of the group to the Center.
13. Immediately upon entering into possession of the Center, the applicant shall inspect the Center for safety and usability of the Center for its intended purpose and shall then immediately report to the County any preexisting damage to the Center or the existence of any danger, which may cause injury to the applicant or guests.
14. The County may deny, in writing, the use of the Center to an applicant if in the County's opinion:
 - a. the purpose of the event is not one of the allowed uses listed in Section 2 above.
 - b. the purpose of the event or activity is illegal or potentially hazardous;
 - c. the event presents health or security risks;
 - d. the applicant has not provided satisfactory adult sponsorship and supervision for the meeting/event;
 - e. the applicant has failed to comply with these or other County regulations;
 - f. the event is likely to bring about excessive "wear and tear" on the Center;
 - g. the applicant's prior use of County property resulted in costs, damage or expenses to the County or the applicant failed or refused to pay such expenses; or
 - h. the applicant's prior use of County property resulted in a violation of a City, County, State or Federal law.
15. An applicant may appeal Facilities' decision to deny use of the Center to the County Manager within five (5) calendar days of the date of the denial. The appeal must be in writing (email is acceptable), must concern Facilities' denial of use of the Center and must state why the applicant believes its use was improperly denied. Once an appeal is received, and assuming the requested time and place is still available, the County shall hold the requested time and place until a decision by the County Manager is issued. The County Manager will consider all of the facts reasonably and readily available and shall issue a decision in writing to the applicant within three (3) calendar days of receiving the appeal. A decision may be issued via email. The decision of the County Manager is final and no further administrative appeals are available to the applicant.

Center Rules:

1. **Hours:** The hours of operation for the Center are 7:00 a.m. to 10:00 pm, Monday through Sunday, excluding County recognized holidays (any exception to this must be requested in the application and approved in advance

by Facilities). An additional \$25 will be charged to access the building outside of the specified hours of operation (see Summit County's Fee Schedule for the different rates for week-day and weekend usage).

2. Furniture: The Center is equipped with a limited amount of furniture and equipment. The applicant must restore furniture and equipment to its original location. Any furniture brought into the Center must have protective caps to avoid scratching floors. Movement of furniture must be done with the use of rubber-wheeled dollies or carts. All furniture must be lifted, not dragged. Any displayed public art, if requested to be moved or removed, must be done by Facilities.
3. Decorations:
 - a. Applicant is responsible for providing their own table coverings, if desired.
 - b. All cords must be taped down with 3M #471 tape or equivalent.
 - c. No items are to be hung on walls or from ceilings.
 - d. No adhesive material, wire, nails, or fasteners of any kind may be used on the buildings or grounds.
 - e. Nothing may be used as a decoration, or be used in the process of decorating, that marks or damages the Center.
 - f. All decorations and supporting structures shall be temporary.
 - g. Any writing or use of ink, paint or sprays applied to any area of the Center is prohibited.
 - h. Signs, posters, decorations, displays, or other media shall be in compliance with the state law regarding Pornographic and Harmful Materials and Performance, Section 76-10-1201 et seq.
 - i. Paper/metallic confetti or thrown rice is prohibited in the Center.
4. Food and Beverages: Food and beverages are permitted. Alcoholic beverages are permitted within the Center, however, the applicant is responsible for obtaining all necessary alcohol permits (if required) prior to the scheduled event, and for obeying all city and state laws and regulations concerning serving and consuming alcohol. The number for the Utah Department of Alcoholic Beverage Control is (801) 977-6800. Their website with "Frequently Asked Questions" is found at https://abc.utah.gov/laws/law_faqs.html.
5. Audio/Visual Equipment and Internet: The Center is equipped with wireless internet. Coordination of audio/visual equipment staff must be arranged for at the time the application is submitted. An additional charge of \$25/hr. will apply if County personnel is needed during the event (see Summit County's Fee Schedule for equipment rental costs).
6. Noise: Levels of audible sound generated by any individual or group, indoors or outside of the Center, whether amplified or not, shall not exceed those limits established by the Coalville City.
7. Occupancy Limitations: Occupancy limits as posted in or applicable to any public area will dictate, unless otherwise limited for public safety, the number of persons who can assemble in the public areas. Under no circumstance will occupancy limits be exceeded. They are as follows: multipurpose room: 1,104; foyer: 470; conference room: 50 Notwithstanding the above occupancy limits for the Center, the maximum number of people allowed in the Center at any given time for an event is 500 people.
8. Publicity: The applicant is responsible for the event's publicity. Directional and promotional signs, if used, must meet Coalville City's applicable code and are subject to prior approval by Facilities at least one (1) week before the event.

9. Doors and Exits: Doors are to remain shut at all times and are not to be propped open. Fire exits, doorways, roads, sidewalks, hallways and pathways shall not be blocked, and the efficient flow of pedestrian traffic shall not be obstructed at any time.
10. Animals: Service animals are permitted, but the presence of other animals is not permitted.
11. Open Flames: Open flames, flammable fluids, candles with flames, burning incense, smoke, fog machines and explosives are all prohibited; Exception: a gelled alcohol food warming fuel used for food preparation or warming, whether catered or not, is allowed provided that it is in: (i) a one (1) ounce capacity container (29.6 ml) on a noncombustible surface; or (ii) a container on a noncombustible surface, not exceeding one quart (946.g ml) capacity with a controlled pouring device that will limit the flow to a one ounce (29.6 ml) serving.
12. Firearms: All persons must obey all applicable firearm laws, rules, and regulations.
13. Landscaping: Alteration and/or damage to the Center including grass, plants, shrubs, trees, paving or concrete is prohibited.
14. Parking: Parking at the Center is limited. Out of respect for residents near the Center, the County encourages large events scheduled for after 5pm to utilize parking available at the Summit County Courthouse and shuttle guests to the Center. Those who are renting the multipurpose room shall be given priority parking to the spaces located immediately outside of the Center and at the fairgrounds (if no competing event is or will be taking place). All posted parking restrictions shall be observed. Parking for large vehicles or trailers shall require the prior approval of Facilities.
15. Smoking/Illegal Drugs: "No Smoking" statutes, rules and policies, including the Utah Indoor Clean Air Act, Title 26, Chapter 38, Utah Code shall be observed. No illegal drugs shall be brought onto or used at the Center.
16. Set up/Clean up: The applicant is responsible for the following:
 - a. all set up and take down of the event (within the hours designed for the start time/end time of the event)
 - b. removal of all trash (may be placed in dumpsters located outside)
 - c. sweep/vacuum/clean after event (County equipment is provided)
 - d. all deliveries and loading/unloading of materials shall be limited to routes as specified by Facilities.
 - e. leaving the Center and grounds in its original condition and appearance.
 - f. notifying the "on-call Facilities Staff" immediately of any problems (i.e. spills, damage, overflowing toilets, etc.)

***Note:** The applicant may opt, in the application, to forfeit his/her cleaning deposit and have County staff clean up after the event. However, such as option in no way covers damage to the Center, its furnishings, equipment, or the grounds and the applicant shall be responsible for damages as outlined in "Liability, Restrictions and Insurance," Section 1 below.
17. Security: Some large and/or after hours events may require security. The County will determine and provide appropriate security at the applicant's expense.
18. County Staff: Authorized County staff may enter and remain at the Center at any time during a scheduled event. The County reserves the right to attend any event held in the Center (except executive sessions of governmental bodies) to ensure that no unlawful activities occur. Authorization to use the Center does not include the use of staff time other than to provide access to the Center. The County may require its staff to be present at some events to

provide appropriate security, technical support, custodial, or maintenance services. The applicant will be required to pay for these staff services.

19. Solicitation: Solicitation at the Center is strictly prohibited.
20. Compliance with Laws: All persons using the Center must agree to abide by all applicable City, County, State and Federal laws.
21. Required Permits: The applicant shall be responsible for securing any required permits for their event. This may include, but is not limited to, health department permits, special event permit, permits required by the Utah Department of Alcoholic Beverage Commission, etc.
22. Respect: The applicant shall respect the rights of surrounding property owners and shall conduct themselves and their guests in a manner that does not create a nuisance to surrounding property owners. Those who violate this may be asked by County staff to vacate the Center and may forfeit all or part of their deposit.

Liability, Restrictions and Insurance:

1. The Center shall be returned to its original condition. Facilities will conduct a walk-through after each event to verify that the Center is left in proper order. If damage to the Center, its furnishings, equipment, or the grounds occurs during the rental period, any property damage or expense incurred by the County shall be deducted from such deposit, and the balance shall be refunded to the user. If the deposit is insufficient to cover the costs, the County may require the applicant to pay for damages. If the applicant is required to pay for damages, the County shall assess the reasonable cost of repairing the damages caused during the event and will notify the applicant of the damage assessment. The applicant shall reimburse the County for the damages by paying the assessed amount to the County Treasurer within thirty (30) days of receiving notice of the damage assessment. Failure to pay for damage will result in revocation of authorization for future use and/or other necessary actions.
2. The County does not assume responsibility for materials, equipment, or any other article left by an organization, group or individual in the Center and will not be liable for loss, theft, or damage thereto. If items are left unclaimed for five (5) days after the end of the event, items may be sold by the County at a public or private sale or destroyed without notice to the organization, group, or individual, and without liability of the County.
3. The County is not liable for damages resulting from food or beverages served at events.
4. The applicant shall hold harmless, defend, and indemnify the County and its entities from and against any and all claims, losses, causes of action, judgments, damages, and expenses, including, but not limited to attorneys' fees, because of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, or any other injury or damage results from or arising out of: a) performance or breach of the Rental Agreement by the applicant; b) suppliers' use of the Center; or c) any act, error, or omission on the part of the applicant or its agents, employees, or subcontractors except where such claims, losses, causes of action, judgment, damages, and expenses result solely from the negligent acts or omissions or willful misconduct of the County, its officers, employees or agents.

5. The County may require the applicant to provide evidence of a minimum of \$1,000,000 in liability insurance coverage as part of any application that may involve more than fifty (50) more persons. If applicable, the applicant shall maintain commercial automobile insurance with a minimum limit of \$1,000,000.00 combined single limit. The applicant agrees to maintain and be responsible for all Workers Compensation Insurance for all employee on the premises, if applicable. In addition, the County shall be named as an additional insured on all liability policies.
6. If the coverages described above are not in place at the time the application is submitted, the applicant should be prepared to describe what types and levels of coverage are in place currently, and clearly indicate their ability and willingness to obtain the above-listed coverages if required by the County. The County reserves the right to require additional coverages from that presented, at the applicant's expense, for the additional coverage. An insurance waiver may be issued to an applicant that can show proof of being uninsurable – proof that coverage was denied by a t least three insurance providers licensed and doing business in the state of Utah, include the current state provider of insurance.

Additional Contact Information:

- Summit County Facilities Department: (435) 336-0156
- Summit County Health Department: (435) 336-3234 (Coalville) or (435) 333-1500 (Park City)
- Coalville City: (435) 336-5981
- Utah Department of Alcoholic Beverage Control: (801) 977-6800
- Summit County Sheriff's Office: (435) 336-3600 (Non-Emergency) or 911 (Emergency)
- North Summit Fire Protection District: (435) 336-4316